

No. 7934-4Lab-76/24931.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workman and the management of M/s Accurex Optica Industries, Model Town, Jagadhri:

BEFORE SHRI MOHAN LAL JAIN, PRESIDING OFFICER, LABOUR COURT,
HARYANA, ROHTAK

Reference No. 57 of 1975

between

SHRI RAJINDER KUMAR, WORKMAN AND THE MANAGEMENT OF M/S ACCUREX
OPTICA INDUSTRIES, MODEL TOWN, JAGADHRI

AWARD

By order No. ID/AMB/220-I-75/37336-40, dated 30th June, 1975, of the Governor of Haryana, the following dispute between the management of M/s. Accurex Optica Industries, Jagadhri and its workman Shri Rajinder Kumar was referred to this Court for adjudication, in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947:—

“Whether the termination of services of Shri Rajinder Kumar was justified and in order? If not, to what relief is he entitled?

The parties put in their appearance in this Court in response to the usual notices of reference sent to them and filed their pleading giving rise to the following issues framed,—*vide* order dated 23rd March, 1976:—

1. Whether the management closed their factory under section 25 FFF of the Industrial Disputes Act, 1947 for the reasons stated by them in the written statement and dispensed with the services of the workman under these circumstances?
2. If yes, whether a reference in respect of the dispute stated therein is maintainable?
3. If yes, whether the termination of services of Shri Rajinder Kumar was justified and in order? If not, to what relief is he entitled?

The case was fixed for recording evidence of the management, for 19th July, 1976 when the latter submitted a written settlement Exhibit M. I alleged to have been arrived at between the parties on 1st May, 1976 at Jagadhri. The workman admitted its, correctness. The statement of the parties were, thus, recorded in affirmation of the settlement Exhibit M. I. Whereby the workman admitted the closure of the business of the previous management and agreed to receive a sum of Rs 463.80 Ps. in lieu of retrenchment compensation, wages in lieu of leaves due and bonus at 8.33% of his annual wages and all other claims what-so-ever standing against the management in full and final settlement and the management agreed to re-employ him from the date he reported for that purpose within 10 days of the date of settlement on the wages he was drawing earlier on probation for a period of six months.

I, therefore, in view of the terms of the settlement Exhibit M. I arrived at between the parties affirmed by them subsequently before me, direct that the management shall pay a sum of Rs 463.80 Paise to the workmen towards retrenchment compensation, earned leave wages, bonus and all other claims including that of his reinstatement and shall re-employ him on wages earlier drawn by him on his reporting to them for that purpose within 10 days of the date of the settlement. I answer the reference while returning the award in those terms.

Dated the 26th July, 1976.

MOHAN LAL JAIN,
Presiding Officer,
Labour Court, Haryana,
Rohtak.

No. 1747, dated 31st July, 1976

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

MOHAN LAL JAIN,
Presiding Officer,
Labour Court, Haryana,
Rohtak.